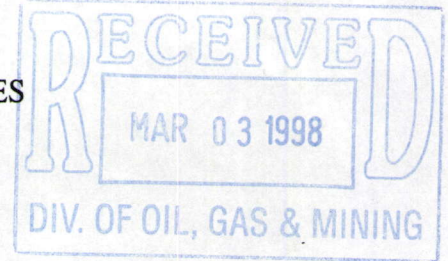


## A T T A C H M E N T B

MR FORM 5Bond Number \_\_\_\_\_

June 10, 1996Permit Number M/045/030Mine Name Cargill Incorporated

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
Telephone: (801) 538-5291  
Fax: (801) 359-3940



## THE MINED LAND RECLAMATION ACT

## SURETY BOND

\*\*\*\*\*

The undersigned Cargill Incorporated, as Principal, and \_\_\_\_\_, as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Principal has estimated in the Mining and Reclamation Plan approved by the Division on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, that \_\_\_\_\_ acres of land will be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Cargill Incorporated  
Principal (Permittee) \_\_\_\_\_ Date \_\_\_\_\_

Lawrence Overstreet  
By (Name typed): \_\_\_\_\_

Controller, Salt Division  
Title \_\_\_\_\_

\_\_\_\_\_  
Signature

**Surety Company**

\_\_\_\_\_  
Company Officer \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Signature

Attachment B

Mine Name Cargill Incorporated

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

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Dave D. Lauriski, Chairman  
Utah State Board of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

## AFFIDAVIT OF QUALIFICATION

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that he/she, the said \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said \_\_\_\_\_ duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Surety Officer

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public

Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_, 19\_\_\_\_

**ATTACHMENT "A"**

Cargill Salt Inc.  
Operator

Timpie Salt Inc.  
Mine Name

M/045/030  
Permit Number

Tooele County, Utah

**The legal description of lands to be disturbed is:**

Approximately 48.45 acres located in T. 1S., R. 7W., S.L.B.&M Section 8

NW1/4, W 1/2 NE 1/4, Except for one acre parcel described as beginning at a point N. 89 degrees 53' W. 1320 feet and 5.00 degrees, 03' E. 220.8 feet, then N. 84 degrees 07' W. 201.3 feet, then N. 00 degrees 03' W 200 feet, then N. 89 degrees 57' E. 200 feet to the point of begining, together with right of way across section 8 as described in certificate No. 24099 and as described by the drawing titled Salt Washing Plant & Related Facilities, Reclamation Plan.